

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-170223LT
DATE	February 14, 2017

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Central Time, February 23, 2017**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Lori Tackett Intermediate General Services Specialist	<b>BUYER TELEPHONE:</b>	573-522-9481
<b>BUYER EMAIL:</b>	<a href="mailto:Lori.Tackett@modot.mo.gov">Lori.Tackett@modot.mo.gov</a>		

**SUPPLIES OR SERVICES**

To establish a contract to furnish **Breakaway Devices** with an effective date of award and ending February 28, 2018 in accordance with the following pages.

**\*\*\* NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued During the course of this RFB Process.**

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By (Signature): \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

This Request for Bid (RFB) seeks bids from qualified bidders to provide Breakaway Devices throughout the state of Missouri, with an effective contract period of Date of Award through February 28, 2018, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be returned in a sealed envelope no later than 2:00 p.m. Central Time, February 23, 2017.

#### **RFB Coordinator:**

**Lori Tackett**  
**Intermediate General Services Specialist**  
**Phone: 573-522-9481**

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The Bidder shall provide breakaway devices for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 No estimated quantities are given as part of this bid. MoDOT does not guarantee any specific quantities that may be required to be provided by the Bidder. Purchases will be made on an as needed basis.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the breakaway devices required herein.
- 2.1.6 The Bidder shall furnish breakaway devices that complies with the specifications specified herein, and the Missouri Standard Specifications for Highway Construction, 2016 Edition, and any Revisions thereto.
- 2.1.7 The Bidder shall agree and understand that only items on the latest revision of the MoDOT Approved Products List (see elsewhere herein) for Traffic Signals and Highway Lighting Equipment will be accepted.

### 2.2 Delivery Requirements:

- 2.2.1 The Bidder shall deliver the breakaway devices as specified herein to various locations throughout the district. *See attached District Map.*
- 2.2.2 The Bidder shall insure the breakaway devices are delivered complete and ready for use.
- 2.2.3 The Bidder shall deliver the breakaway devices within thirty (30) calendar days after receipt of order.
- 2.2.4 The Bidder shall inform the ordering district(s) of any delays of the order that is not expected to meet the contract delivery requirements.
- 2.2.5 The Bidder shall deliver the breakaway devices during normal working hours (7:30 a.m. – 4:00 p.m., Monday through Friday). The Bidder shall provide MoDOT with a least twenty-four (24) hours advance notice prior to arrival at the delivery point.

### 2.3 Liquidated Damage Requirements:

- 2.3.1 The Bidder shall agree and understand that providing breakaway devices in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the Bidder fails to provide breakaway devices in accordance with the contractual requirements specified herein, the Bidder shall be assessed liquidated damages in the amount of \$100.00 per day, per complete order for each such delinquent day.
  - b. The Bidder shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Bidder or paid by the Bidder as a direct payment to MoDOT, at the sole discretion of MoDOT.

- c. The Bidder shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The Bidder shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The Bidder shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the Bidder shall be paid by the Bidder.

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The Bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 The Bidder's invoices should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the Bidder's expense.
- 2.4.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The contract shall commence from the date of award to February 28, 2018 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
  - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

- 2.5.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period, either the original contract period or any contract renewal period, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first three (3) months of the original contract period, or if applicable, first three (3) months of a contract renewal period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract price.
- 2.5.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "**Breakaway Devices**".
- 3.1.2 All bids must be received at the following address no later than **February 23, 2017, at 2:00 p.m., Central Time**.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Lori Tackett

PO Box 270 *Mailing Address*  
Jefferson City, MO 65102

830 MoDOT Drive *Physical Address*  
Jefferson City, MO 65109

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the

procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid meeting specifications.

3.1.6 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “Item-by-Item” basis using the “lowest and best” principle of award.
- b. MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.

#### 4. PRICING PAGES

**4.1 Breakaway Devices** - The bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the prices stated below.

ITEM NO.	DISTRICT AND DESTINATION:	ORIGINAL CONTRACT PERIOD FIRM, FIXED PRICE:
1	Slip-Mate Triangular Slip Base Assembly for 2.5" PSST <i>Manufacturer: Ultimate Highway Products</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
2	Kleen Break 425 Assembly for 2" PSST. Product Code - XKB42520-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
3	Kleen Break Surface Mount 425 for 2" PSST. Product Code – XKBSM42520-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
4	Redi-Torque 280 Assembly (Cast Iron triangular top, includes post locking wedge) for 2.5" PSST. Product Code – SB8C-250A-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
5	Redi-Torque 280 Pre-Assembled Slip Base for 2.5" PSST. Product Code – RT8UX-25C25-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
6	Redi-Torque Triangular Surface Mount Base. Product Code – SMSB9-10-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
7	Redi-Torque match plate Bolt Kit for triangular slip bases. Product Code – RTSB-MPHDW <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
8	S-Q 8" Square Slipbase for 2.5" PSST. Product Code – 31209 <i>Manufacturer: Northwest Pipe Company</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
9	Breakaway Coupler - Snap n Safe S200 for 2" <i>Manufacturer: Designovations, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
10	Surface Mount Coupler - Snap n Safe S200 S for 2" <i>Manufacturer: Designovations, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>

11	Breakaway Coupler - Snap n Safe S250 for 2.5" <i>Manufacturer: Designovations, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
12	Surface Mount Coupler - Snap n Safe S250 S for 2.5" <i>Manufacturer: Designovations, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
13	3/4" Dent Bolt. Product Code – 6882 <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
14	5/8" Dent Bolt. Product Code – 6878 <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
15	1/2" Dent Bolt. Product Code – 6874 <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
16	5/8" Ground Anchors (Galvanized). <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
17	5/8" Modified Dent Bolt. Product Code – 6220 <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>
18	3/4" Modified Dent Bolt. Product Code – 6882 <i>Manufacturer: Dent Breakaway Industries, Inc.</i> <i>C/S Code: 30102903</i>	\$ _____ <i>per each</i>

4.2 **Renewal Periods:** The bidder shall provide below the maximum percentage of increase for the renewal periods. The percentage shall be computed against the **current contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the current contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase.

---

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

# MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

## HIGHWAY SIGNING EQUIPMENT

### V. GENERAL

This Approved Products List (APL) for highway signing equipment contains current pre-approved products for highway signing. This list is applicable to department purchases and construction contracts. The list includes products that have been approved for use based on satisfactory performance during a specified test period. Products listed have undergone sufficient field testing to be considered acceptable for use at any time. All field tests of new products or pending products should be arranged with Central Office Traffic.

The department frequently tests new products and equipment for highway signing. These new products may be installed on a construction project or used for normal department installations and maintenance. Vendors may also submit items, at no cost to the department, for the test period. Only a limited number of units will be accepted for test statewide until the product is added to the Approved Products List. A vendor wishing to initiate a test on a new product shall submit a Product Evaluation Request Form. Copies of this form can be obtained from our website at [www.modot.state.mo.us](http://www.modot.state.mo.us) or contact MoDOT Central Office Traffic. Minor model changes of previously approved products do not require a new evaluation period, although the vendor shall submit specification sheets and a sample of the product for the Department to inspect. Any modifications determined to potentially alter the performance of the product may require the product to undergo additional field testing and evaluation.

All product evaluations are coordinated through MoDOT Central Office Traffic. The vendor supplying the equipment shall provide equipment specifications and a certification that the equipment meets department specifications before the test is performed. The equipment is tested for the period specified by Central Office Traffic (typically one year). Products that are not performing satisfactorily will be left off of the list. Products that were previously approved that begin to perform unsatisfactorily will be removed or replaced with an approved product if the vendor cannot provide timely correction of the problem.

If a vendor is proposing a product that does not meet department specifications, an explanation of why the product meets or exceeds the current specifications must be provided by the vendor in writing to Central Office Traffic. If approved, the product may be tested for the specified period as described above. If the product is satisfactory, the Department will consider a revision to the applicable specifications. Products will not be added to the Approved Products List that does not meet department specifications.

Products on the APL shall continue to perform satisfactorily. In addition, the vendors shall support the products. Products not performing as required or not supported are subject to removal from the APL.

Grounds for removal of products include but are not limited to:

- Significant change in product specifications or design without notification to the department.
- Failure to correct or replace products that are defective in manufacturing or workmanship.
- Repeated patterns of malfunctions of a product not adequately corrected by the vendor.
- Unreasonable pricing of repair parts or repair work. Repair work not completed in a reasonable time frame.
- Excessive delivery times for new purchases or replacement parts.

Changes in standard specifications may also necessitate removal of specific products from the APL. If this occurs, there will be a grace period where the product will be retained on the list after the specifications are changed. However the product will eventually be removed from the list if it is not revised to meet specifications.

Revised August 8, 2016

# MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

## VI. HIGHWAY SIGNING EQUIPMENT

### BREAKAWAY DEVICES

#### MANUFACTURER DESCRIPTION, MODEL

Ultimate Highway Products.....	Triangular Slip Base for 2.5" PSST, Slip-Mate
Xcessories Squared .....	Kleen Break 425 for 2" PSST, XKB42520-G
Xcessories Squared .....	Kleen Break Surface Mount 425 for 2" PSST, XKBSM42520-G
Xcessories Squared .....	Redi-Torque 280 for 2.5" PSST, SB8C-250A-G
Xcessories Squared .....	Redi-Torque 280 Pre-Assembled Slip Base for 2.5" PSST, RT8UX-25C25-G
Xcessories Squared .....	Redi-Torque Triangular Surface Mount Base, SMSB9-10-G
Xcessories Squared .....	Redi-Torque Bolt Kit, RTSB-MPHDW
Northwest Pipe Company.....	S-Q 8" Square Slipbase for 2.5" PSST, 31209
Designovations, Inc .....	Snap n Safe S200 and S200 S (2")
Designovations, Inc .....	Snap n Safe S250 and S250 S (2.5")
Dent Breakaway Industries, Inc .....	3/4" Dent Bolt, #6882
Dent Breakaway Industries, Inc .....	5/8" Dent Bolt, #6878
Dent Breakaway Industries, Inc .....	1/2" Dent Bolt, #6874
Dent Breakaway Industries, Inc .....	5/8" Ground Anchors (Galvanized)
Dent Breakaway Industries, Inc .....	5/8" Modified Dent Bolt, #6220
Dent Breakaway Industries, Inc .....	3/4" Modified Dent Bolt, #6882

### FOUNDATIONS/ANCHORS

#### MANUFACTURER DESCRIPTION, MODEL

None .....	None
------------	------

### SIGN HARDWARE AND SIGN SUPPORTS

#### MANUFACTURER DESCRIPTION, MODEL

Xcessories Squared .....	Aluminum Post Clamp for 2.5" Pipe, XAPC278RD
Xcessories Squared .....	Aluminum Post Clamp for 3" Pipe, XAPC350RD
Xcessories Squared .....	Aluminum Post Clamp for 4" Pipe, XAPC450RD
Xcessories Squared .....	Aluminum Bar for Post Clamps, XAB750
Xcessories Squared .....	Aluminum Sign Backer Bar, ASB200P1
Xcessories Squared .....	Extruded Panel Clamp for 2" PSST, EPPCS200SQ
Xcessories Squared .....	Extruded Panel Clamp for 2.5" PSST, EPPCS250SQ
Xcessories Squared .....	Extruded Panel Clamp for 2.5" Pipe, EPPCS250RD
Xcessories Squared .....	Extruded Panel Clamp for 3" Pipe, EPPCS300RD
Xcessories Squared .....	Extruded Panel Clamp for 4" Pipe, EPPCS400RD
Xcessories Squared .....	Extruded Panel Clamp for 4x4 Wood, EPPCS44W
Xcessories Squared .....	Extruded Panel Clamp for 4x6 Wood, EPPCS46W
Xcessories Squared .....	Extruded Panel Clamp for 6x6 Wood, EPPCS66W

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

## Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Breakaway Devices** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Breakaway Devices** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

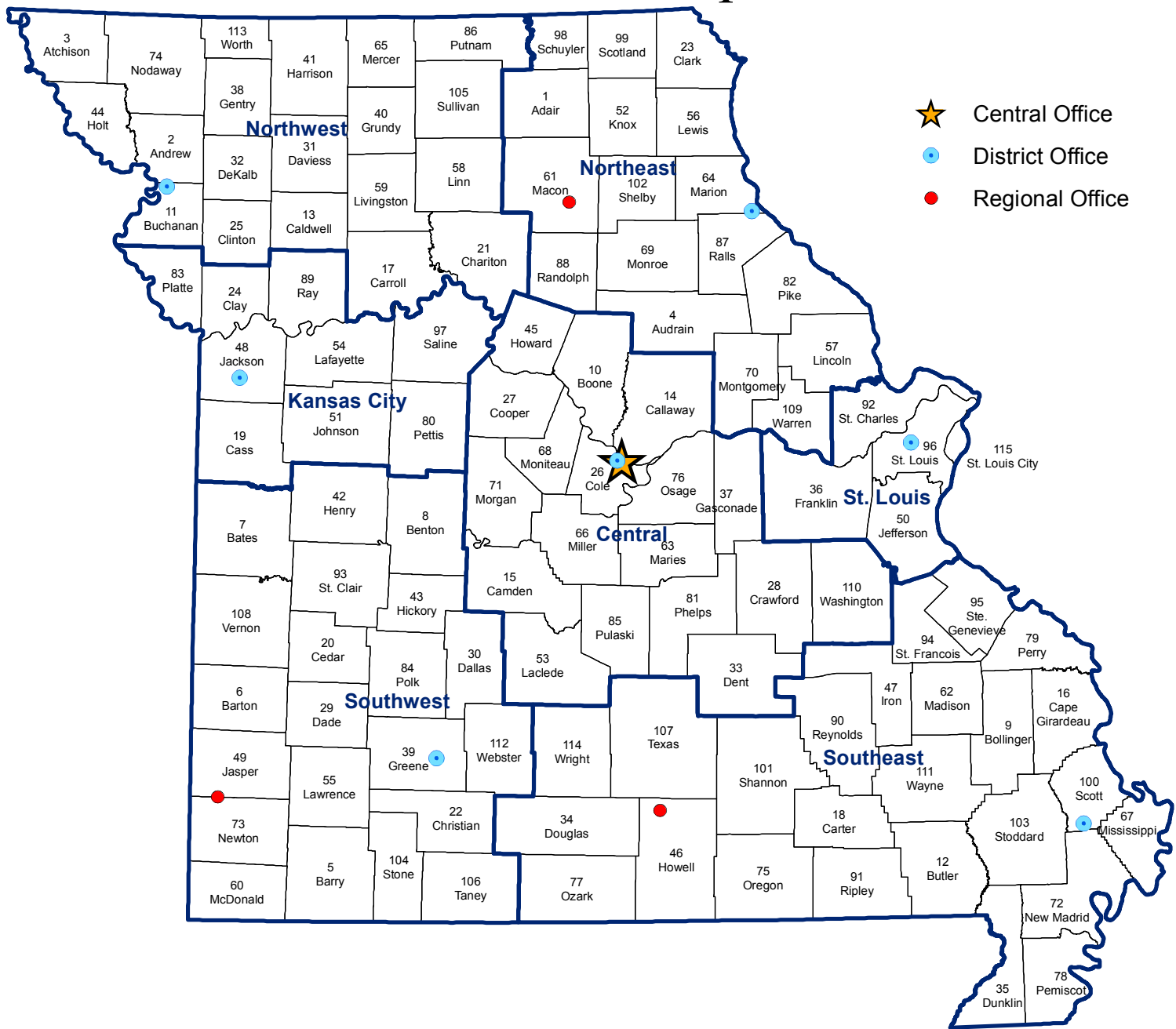
PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

# Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Pettis	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW				Scott	100	SE			



6/27/2011

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Delivery – Additional Requirements**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.